

AGREEMENT FORM

City of West Lafayette Parks & Recreation

Municipal Pool Water Testing

This agreement made the 20 day of May, 2013 at West Lafayette, Indiana by and between the West Lafayette Board of Parks and Recreation (hereinafter referred to as the "Board") and Environmental Laboratories, Inc., (hereinafter referred to as the "Contractor.")

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the Board and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor, equipment and supplies necessary to collect water samples at the West Lafayette Municipal Pools. Price includes weekly electronic reporting to the County Health Department.

Article 2: PAYMENT

The Board shall pay the Contractor monthly, the sum of \$16 per sample and \$2 per pick-up charge for a total of \$18 per sample, term net 30 days, defined as the contract price. Work will start mid-May and end mid-August. Any additions or deletions to the contract will be done by change order approved by the Board.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement and the Contractor's certification of insurance. Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement is deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

Article 5: RECORDS

The Contractor will maintain proper records for review by the Board.

Article 6: DATE OF COMPLETION

The Contractor's service will continue for three years or until terminated by either party with 30 day written notice. The Board has right to cancel this agreement for non-

performance of specifications if Contractor has been given notice and fails to rectify problem within reasonable time frame.

Article 7: INSURANCE

Contractor shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to RDC; and (b) provide that it shall not be modified or canceled without written notice to RDC at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Contractor shall name Board as an additional insured. Contractor shall deliver to RDC certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Article 8: INDEMNITY AND HOLD HARMLESS AGREEMENT.

The Board shall be indemnified, held harmless, and defended by Contractor for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Contractor including, but not limited to:

- (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Contractor or any party acting by, under, through, or on behalf of Contractor;
- (ii) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or
- (iii) the breach by Contractor of any term or condition of this Agreement;

Further, Contractor shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Contractor shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

Article 9: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 10: ENGAGING IN ACTIVITIES WITH IRAN

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Contractor shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 9(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Article 12: NON-DISCRIMINATION

Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of

work under this contract on account of race, religion, color, sex, national origin or ancestry;

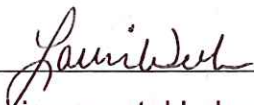
c. That the Board may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by the Board and all money due or to become due hereunder will be forfeited.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:

BOARD OF PARKS & RECREATION



Environmental Laboratories, Inc.
Laurie Webb
National Sales Mgr.

Richard Shockley, President

Pat Flannelly, Vice-President

John MacDonald, Secretary

Aimee Jacobsen, Member

Karen Springer, Member

ATTEST: _____

Joe Payne, Superintendent

CITY OF WEST LAFAYETTE
NON-COLLUSION AFFIRMATION

STATE OF INDIANA

COUNTY OF: Marion } SS:

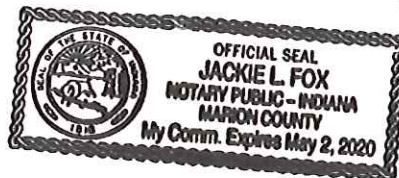
The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Environmental Laboratories Inc
Offeror (Firm)
[Signature]
Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared,
Laura Webb, who acknowledged the truth of the
statements in the foregoing affirmation on this 6th day of May, 20 13.

My Commission Expires:

May 2, 2020



Jackie L. Fox
(written) Notary Public
Jackie L. Fox
(printed)

County of Residence: Marion



ENVIRONMENTAL LABORATORIES, INC

Pool and Spa Contract for Laboratory Testing Services

(3-YEAR CONTRACT TERM)

This contract is entered into between **Environmental Laboratories, Inc**, which from here forward, will be noted as the "Company" and West Lafayette Parks & Recreation Dept., which from here forward, will be noted as the "Client". This agreement is drawn up to secure a specific scope-of-work and projected amount of revenue for the Company. This agreement will also secure a set price for the same scope-of-work for the Client. These services and the pricing applied to such will be provided during the term as is noted below.

SPECIAL NOTES: If a service is being provided and a charge is being made for such, then a dollar amount will appear in the respective space. If an "N/A" appears in the dollar amount space, then that Option is "Not Applicable" to this Contract. By the signatures listed on this document, both parties agree to the items listed above and below this line:

Analytical Charges:

1. The Company agrees to provide analytical services for a price of \$ 16 per sample. (this price includes weekly electronic reporting to the County Health Department)

Optional Service Charges:

1. The Company agrees to provide sample pick-up services at a price of \$ 2 per sample.
2. The Company agrees to provide sample collection services at a price of \$ N/A per N/A.

Billing: The Company agrees to provide to the Client weekly / monthly billing, with a Net-30 day term. (please circle one)

"Buy-Out" Clause: In the event that the Client wishes to terminate this contract for any reason, the Company agrees to allow the Client to "buyout" this contract at any point in time as follows: **The Client must pay in full for 100% of the invoices due for scope(s)-of-work already completed PLUS a "Buy-Out" fee of \$100.00.** As long as all existing invoicing is paid in full and as long as the additional "buy-out" fee is paid in full from the Client to the Company, then this contract will be terminated at that point in time. Such contract termination must be requested in writing from the Client to the Company, by certified mail to the address and party noted below.

TERM OF CONTRACT

Beginning Date: 5/21/2013

Ending Date: 5/21/2016

POOL INFORMATION

Total Number of Outdoor Pools/Spas: 3

Total Number of Indoor Pools/Spas: 0

PARTIES IN AGREEMENT

Company Name & Address:

Environmental Laboratories, Inc
635 Green Road, P.O. Box 968
Madison, IN 47250
Name, Printed: Laurie Webb, Nat'l Sales Manager

Signature: Laurie Webb
Date: 4/30/2013

ELI Contracted Sales Rep: Tom Webb

Client Name & Address:

West Lafayette Parks & Recreation Dept.
1101 Kalberer Rd.
West Lafayette, IN 47906
Phone: 765-775-5110

E-Mail: smattern@wl.in.gov
Name, Printed: Sue Mattern
Signature: _____
Date: _____

